



## General Terms and Conditions - Regina Coeli

### ARTICLE 1 - DEFINITIONS

<b>General Terms and Conditions:</b>	these General Terms and Conditions.
<b>Distance Learning:</b>	form of learning, with the language teacher and Student not attending in person at the same time.
<b>Face-to-Face Learning:</b>	form of learning that involves direct interaction between the language teacher and the Student.
<b>Student:</b>	the person taking part in the Course.
<b>Family Course:</b>	a form of learning organised by Regina Coeli in a private setting for a family with children, at a Location agreed with the Client.
<b>Contracted Partner:</b>	accommodation booked via Regina Coeli for the duration of the Course and with which Regina Coeli has made agreements.
<b>Group Course:</b>	a Course organised by Regina Coeli for a Client in a private setting for a group of Students to be determined by the Client, at the Regina Coeli Location.
<b>In-Company Course:</b>	a Course organised by Regina Coeli for a Client in a private setting for a group of Students to be determined by the Client, at the Client's Location.
<b>Location:</b>	the physical location where the Course is given.
<b>Client:</b>	Every business/organisation that purchases a Course by signing a Contract.
<b>Offer:</b>	a formal offer from Regina Coeli to (i) a private individual who or (ii) business/organisation, to conclude a Contract in accordance with Dutch law.
<b>Contract:</b>	an Offer accepted and signed by the Client, including these general terms and conditions as referred to in article 5.
<b>Distance Contract:</b>	a Contract concluded between Regina Coeli and the Client within the framework of an organised system for distance selling of products, digital content and/or services, in the course of which up until conclusion of the Contract only one or more technologies for distance communication are used.
<b>Course fees:</b>	costs for Course Programme and/or Regina Coeli arrangement and/or overnight stays as specified in the Offer and/or the invoice.
<b>Regina Coeli:</b>	Language Institute Regina Coeli B.V. or Regina Coeli Language Courses B.V., depending on the company with which the Client has concluded the Contract.
<b>Regina Coeli arrangement:</b>	the full range of facilities that Regina Coeli makes available to Students and, which is inextricably linked to the Course Programme.
<b>Course:</b>	Individual Course, In-Company Course, Group Course, Family Course, workshop, carried out with direct interaction between the Student and the language teacher (Face-to-Face Learning) and at a distance (Distance Learning).
<b>Course programme:</b>	a complete range of formal and informal learning activities that is compiled for a course member on the basis of their intake and learning objectives.
<b>Overnight stay(s):</b>	every overnight stay that a Course member books with Regina Coeli in the context of his Course in Regina Coeli's own accommodation, "Eikenheuvel", or in accommodation provided by a Contracted Partner.
<b>Website:</b>	the websites of Regina Coeli: <a href="http://www.reginacoeli.nl">www.reginacoeli.nl</a> , <a href="http://www.reginacoeli.com">www.reginacoeli.com</a> and <a href="http://www.reginacoeli.de">www.reginacoeli.de</a> .

### ARTICLE 2 - NRTO

Regina Coeli is a member of the Dutch Council for Training and Education (NRTO). These General Terms and Conditions are in line with the general terms and conditions and code of conduct of the NRTO.

### ARTICLE 3 - APPLICABILITY

1. These General Terms and Conditions apply to all Contracts/Distance Contracts between Regina Coeli and the Client, regardless of their nature, in so far as not departed from in accordance with paragraph 3.
2. By signing the Contract, the Client accepts the applicability of the General Terms and Conditions. Regina Coeli explicitly rejects the applicability of the general terms and conditions of the Client, however they may be named.
3. Departures from these General Terms and Conditions are only valid if expressly agreed in writing between Regina Coeli and the Client. For the purposes of these General Terms and Conditions, 'in writing' or 'written' includes any form of electronic communication (e.g. e-mail or on the Website).
4. In those instances not provided for in the relevant Contract and/or the General Terms and Conditions, Regina Coeli shall, in consultation with the Client, make arrangements in accordance with the principles of fairness and reasonableness.
5. The invalidity (in whole or in part) or non-binding nature of one or more of the provisions of the General Terms and Conditions shall not affect the validity or binding nature of the remaining provisions. Should a provision prove to be invalid or non-binding, Regina Coeli and the Client shall replace the invalid or non-binding part with a provision that is valid and binding and of which the legal consequences, with a view to the contents and purport of the relevant provisions, correspond with those of the invalid or non-binding part of this provision in so far as possible.

### ARTICLE 4 - OFFER

1. These General Terms and Conditions will be expressly made known to the Client prior to the Agreement and form an integral part of the general information provided by Regina Coeli. Regina Coeli shall provide a copy of the General Terms and Conditions together with the Offer.
2. The Offer contains a complete and accurate description of the Course.
3. The Offer, in any event, provides the following details in a clear and understandable manner:
  - the name/names of the (group of) Student/Students following the Course;
  - the language to be learned and Course to be purchased;
  - the method of execution;
  - date/dates on which the Course will take place;
  - the Course Location;
  - a breakdown of the Course Fees, including all additional costs and taxes;
  - the identity and address of Regina Coeli, including the visiting address of Regina Coeli;
  - the term of validity of the Offer.

### ARTICLE 5 - FORMATION OF THE CONTRACT

1. An authorised signatory and representative of the Client enters into a Contract with Regina Coeli by signing the Offer. After formation of the Contract, the Client will receive appropriate confirmation in writing or via electronic means. This confirmation also serves as proof of registration for the relevant Course.
2. In the case of Face-to-Face Learning, commencement of the Course is the date of the first meeting. In the case of Distance Learning, commencement of the Course is the provision of access to the teaching material offered electronically.
3. After a Contract has been entered into, the details referred to in article 4, paragraph 2 are made available in writing or on another permanent data carrier available to and accessible by the Client. The Client is not entitled to transfer the rights and obligations under the Contract to a third party without the prior written consent of Regina Coeli. Regina Coeli may attach further conditions to such consent.

### ARTICLE 6 - CANCELLATION OF THE COURSE

1. Prior to a Course, the Client has the right to cancel the Course in question. Cancellation can be effected only in writing, by sending an e-mail to: [clientservices@reginacoeli.nl](mailto:clientservices@reginacoeli.nl). The moment of receipt of the cancellation by Regina Coeli shall be the date on which the e-mail was sent. The planned commencement date of the Course serves shall be the starting point for calculating the amount of the cancellation costs as referred to in paragraph 2.
2. In the event of cancellation as specified in paragraph 1, Regina Coeli is entitled to charge the Client the following costs:
  - a. in the event of cancellation up to 60 calendar days prior to commencement of the Course: 10% of the agreed costs;
  - b. in the event of cancellation between 60 and 30 calendar days prior to commencement of the Course: 25% of the agreed costs;
  - c. in the event of cancellation between 30 and 14 calendar days prior to commencement of the Course: 50% of the agreed costs;
  - d. in the event of cancellation less than 14 calendar days prior to commencement of the Course: 100% of the agreed costs.
  - e. Cancellation of a Course which has already been rescheduled, as specified in article 8, shall always be deemed to be a cancellation less than 14 calendar days before commencement of the Course, in accordance with article 6, paragraph 2(d).
3. Only in the event of the death of the Student before the commencement of the Course, shall this be considered to be a

cancellation by operation of law and no costs will be payable. Any payment already made will be refunded.

4. If, according to Regina Coeli, the number of applications for a certain Course are insufficient, Regina Coeli is entitled to agree with the Client that the Course shall take place at a different date and/or different time.
5. In the event that Regina Coeli and the Client fail to agree on these changes, the Client is entitled to cancel the Course free of charge.

#### ARTICLE 7 - EARLY TERMINATION OF THE COURSE

1. If the Client terminates the Contract once the Course has started, there is no entitlement to any refund of the amount paid or still to be paid, by the Client to Regina Coeli.
2. An exception to the application of paragraph 1 arises if a Student is unable to follow a Course as a result of illness, an accident, death or medical treatment of the Student or his partner or a family member in the first or second degree, and said treatment cannot be postponed. In such cases, Regina Coeli will, upon submission of an original medical or death certificate, in consultation with the Student and in accordance with the provisions in article 8, paragraph 1, reschedule the part of the Course not attended by the Student.

#### ARTICLE 8 - RESCHEDULING THE COURSE

1. At the request of a Client, Regina Coeli may, although not obliged to do so, up to 14 calendar days before commencement of the Course and only on one occasion only, reschedule the date and/or time for a Course. Regina Coeli may attach certain conditions to honouring such a request. If granting such a request results in additional costs, an administration fee of €100 shall be charged to the Client.
2. Should the Client make a second request to reschedule a Course, he shall be subject to the cancellation rules set out in article 6, paragraph 2.

#### ARTICLE 9 – OVERNIGHT STAY(S)

At the request of a Client, Regina Coeli may, subject to availability, arrange overnight stay(s) for a Student or Students at its own guest accommodation, "Eikenheuvel", or at a Contracted Partner, for the duration of a Course. The costs hereof are charged to the Client by Regina Coeli.

#### ARTICLE 10 - COSTS

1. All amounts quoted in the Contract by Regina Coeli are exclusive of VAT, unless otherwise specified.
2. The Courses offered by Regina Coeli Language Courses B.V. are exempt from VAT, as this company is a recognised educational institution. Courses offered by Language Institute Regina Coeli B.V. are subject to VAT.
3. The Regina Coeli arrangement and the overnight stays are always subject to VAT.

#### ARTICLE 11 - DELIVERY

1. Due to the personal nature of the Course, one Student can never be replaced by another Student in the event of absence, illness or otherwise.
2. When appropriate, Regina Coeli reserves the right to offer an alternative for a room at the "Eikenheuvel" guest accommodation, with any additional costs being payable by Regina Coeli. Regina Coeli will contact the Client about this by telephone and/or e-mail no later than 2 working days before commencement of the Course.

#### ARTICLE 12 - CONFORMITY

1. The Course has to comply with the Contract and must be conducted competently and professionally, with the use of proper facilities.
2. The Course comprises all study materials required by the Student. If the Student needs additional course material, the costs thereof will be charged to the Client retrospectively.

#### ARTICLE 13 - PAYMENT

1. Payment shall be made prior to the commencement of the Course. Payment includes all forms of payment recognised by banks. Regina Coeli requires the Client to pay the full amount no later than 14 calendar days before commencement of the Course, as specified in article 4, paragraph 3.
2. A Client is, without prejudice to any other of its obligations, shall owe statutory interest on the outstanding amounts from the due date of the invoice until the date on which payment is made in full, in accordance with Section 6:119a of the Dutch Civil Code.
3. If and in so far as the period between the moment the booking is made and the commencement of the Course is less than two weeks, the contract must be returned immediately and Regina Coeli must receive payment immediately after.

#### ARTICLE 14 - LATE PAYMENT

1. By Law, the Client is in default from the moment the agreed payment term for an invoice sent by Regina Coeli has expired, without prejudice to the possibility offered by Regina Coeli to remedy any failure to pay.
2. Regina Coeli is entitled to suspend its obligations under the Contract as long as the Client fails to meet its payment obligations, without Regina Coeli being liable in any way for the consequences of this suspension.
3. Regina Coeli may, but is not obliged to undertake a Course at a later date when that Course could not take place as a result of the suspension referred to in paragraph 2.
4. In the case of a Client that is a business/organisation, Regina Coeli, in accordance with the Collection Costs Standardisation Act, is entitled to compensation for the statutory interest and any judicial or extrajudicial collection costs for the period in which the Client is in default (of payment).
5. During the processing of a complaint or dispute in accordance with the provisions in article 21, Regina Coeli will suspend charging interest and collection costs.

#### ARTICLE 15 - LIABILITY

1. In so far as Regina Coeli imputably fails and the Client suffers damage or a loss as a result of that, Regina Coeli's liability for damage or a loss that is not the direct result of personal injury, death or property damage is limited to payment of direct damage.
2. Regina Coeli's liability for personal injury, death or property damage is not excluded or limited.
3. The liability referred to in paragraphs 1 and 2 applies to persons employed by Regina Coeli, or to persons appointed by Regina Coeli for the execution of the Contract.

#### ARTICLE 16 - CONFIDENTIALITY

Regina Coeli, persons employed by Regina Coeli or appointed by Regina Coeli for the execution of the Contract will treat the information provided by the Client in confidence. Regina Coeli will act in accordance with the applicable privacy legislation.

#### ARTICLE 17 - PERSONAL DATA

Regina Coeli shall process personal data provided by the Client in accordance with the privacy policy of Regina Coeli.

#### ARTICLE 18 - INTELLECTUAL PROPERTY RIGHTS

Modules, models, technologies, tools, including software, used for the execution of the Contract/Distance Contract are and shall remain the property of Regina Coeli, unless agreed otherwise. Publication can therefore only take place with the consent of Regina Coeli. Naturally, the Client has the right to multiply documents for use within its own organisation, in so far as this is appropriate for the purpose of the Contract/Distance Contract. In the event of early termination of the Contract, the afore-mentioned shall apply mutatis mutandis.

#### ARTICLE 19 - CHANGES TO THE GENERAL TERMS AND CONDITIONS

1. The General Terms and Conditions may be changed by Regina Coeli, unless otherwise agreed in writing. Changes to the General Terms and Conditions shall be intimated at least ten calendar days prior to these changes coming into effect and are subsequently agreed with the Client.
2. Intimation shall be made by means of a personal notification or by means of a general notification on our Website.

#### ARTICLE 20 - COMPLAINTS AND DISPUTE SETTLEMENT

1. Disputes are settled by the Client and Regina Coeli themselves, in accordance with Regina Coeli's complaints procedure. ([www.reginacoeli.nl](http://www.reginacoeli.nl)).
2. Disputes between the Client and Regina Coeli about the formation or execution of contracts with regard to products and services provided or to be provided by Regina Coeli can be submitted to the disputes committee for educational establishments, Geschillencommissie Particuliere Onderwijsinstellingen, Bordewijklaan 46, Postbus 90 600, 2509 LP The Hague ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) by both the Client and Regina Coeli.
3. The disputes committee shall only deal with a dispute when the Client has first submitted his complaint to Regina Coeli and this did not result in a solution that satisfied both parties.
4. A dispute shall be submitted to the disputes committee within 12 months of a complaint having been submitted.
5. Any disputes heard are subject to a fee.
6. If the Client submits a dispute to the disputes committee, Regina Coeli shall be bound by this choice.
7. If Regina Coeli wishes to submit a dispute to the disputes committee, it must ask the Client to respond in writing within five weeks and say whether he agrees or not. Regina Coeli must also announce that it deems itself entitled to submit the dispute to the ordinary courts after the aforementioned term has lapsed.
8. The disputes committee will give its decision with due observance of the provisions of the regulations it is subject to. The decision of the disputes committee comes in the form of a binding opinion.
9. Disputes between the Client and Regina Coeli are settled by themselves to the greatest possible extent. If the dispute nevertheless remains, the Contract is governed by Dutch law, unless the laws of another country apply by virtue of mandatory law. The district court in 's-Hertogenbosch has jurisdiction to hear disputes ensuing from or in connection with this Contract.